



PATENT  
Customer No. 22,852  
Attorney Docket No. 3495.0111-14

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: )  
Bernard DUJON et al. ) Group Art Unit: 1633  
Application No.: 10/820,843 ) Examiner: S. Kaushal  
Filed: April 9, 2004 ) Confirmation No.: 9487  
)

For: NUCLEOTIDE SEQUENCE ENCODING  
THE ENZYME I-SceI AND THE USES THEREOF

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**TERMINAL DISCLAIMER**

Assignee, INSTITUT PASTEUR, duly organized under the laws of France and having its principal place of business at 28, rue du Docteur Roux, 75724 Paris Cedex 15, France, and Assignee, UNIVERSITE PIERRE ET MARIE CURIE, also known as UNIVERSITE PARIS 6, duly organized under the laws of France and having its principal place of business at 4, Place Jussieu, 75252 Paris Cedex 05, France, represent that they are the assignees of the entire right, title and interest in and to the above-identified application, Application No. 10/820,843, filed April 9, 2004, for NUCLEOTIDE SEQUENCE ENCODING THE ENZYME I-SceI AND THE USES THEREOF in the names of Bernard DUJON et al., as indicated by assignments recorded at Reel 7450, Frame 0500, and Reel 7450, Frame 0446, and attached hereto. Assignees, INSTITUT PASTEUR AND UNIVERSITE PIERRE ET MARIE CURIE, further represent that they

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are the assignees of the entire right, title and interest in and to U.S. Patent No. 5,962,327, as indicated by the assignments recorded at Reel 7546, Frame 0001, in the United States Patent and Trademark Office (copy attached).

To obviate a double patenting rejection, assignees hereby disclaim, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior patent No. 5,962,327. Assignees hereby agree that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignees do not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

The undersigned is authorized to act on behalf of assignee INSTITUT PASTEUR.

I hereby declare that all statements made of my own knowledge and belief are true and that all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

By:   
Signature

Name: Danielle BERNEMAN  
Chef du Service des Brevets  
Title: & Inventions

Assignee: INSTITUT PASTEUR

Dated: January 11<sup>th</sup> 2007